



RFP No: 3784

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **November 2, 2015 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Department of Human Services.

Acquisition of services and software to re-host Adabas and Natural applications to a Linux platform

MANDATORY VENDOR WEB CONFERENCE: Tuesday, September 29, 2015

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Donna Hamilton
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8114
Donna.Hamilton@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3784
due November 2, 2015 @ 3:00 p.m.,
ATTENTION: Donna Hamilton

Craig P. Orgeron, Ph.D.
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3784.

- _____ 1) One clearly marked original response and 7 identical copy/copies of the complete proposal with each response containing an accompanying electronic copy of the complete proposal. Label the front and spine of the three-ring loose-leaf binder and each CD with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond*, if applicable (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)

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SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, (ITS), should contact for questions and/or clarifications.

Name _____ Phone # _____
Address _____ Fax # _____
E-mail _____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

Original signature of Officer in Bind of Company/Date

Name (typed or printed)

Title

Company name

Physical address

State of Incorporation

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

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PROPOSAL BONDS

Please attach the required Proposal Bond here.

SECTION II

PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond, (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.
9. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 9.1 The Vendor is required to submit one clearly marked original response and 7 identical copy/copies of the complete proposal, including all sections and exhibits, in three-ring binders.
 - 9.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the

RFP cover page must be clearly typed and affixed to the package in a clearly visible location.

- 9.3 Number each page of the proposal.
 - 9.4 Respond to the sections and exhibits in the same order as this RFP.
 - 9.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 9.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
 - 9.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
 - 9.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 9.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
 - 9.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 9.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
10. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.
11. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to

provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.

12. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
13. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 13.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 13.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 13.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 13.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 13.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 13.6 The Vendor must submit one clearly marked original and 7 copies of the clarification.
 - 13.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
14. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

 - 14.1 The State's contact person for the selection process is: Donna Hamilton, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8114, Donna.Hamilton@its.ms.gov.

- 14.2 Vendor may consult with State representatives as designated by the State's contact person identified in 14.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. Interchangeable Designations

The terms "Vendor" and "Contractor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Contractor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "State of Mississippi," "State" or "ITS" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. Vendor's Responsibility to Examine RFP

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. Proposal as Property of State

All written proposal material becomes the property of the State of Mississippi.

4. Written Amendment to RFP

Any interpretation of an **ITS** RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the **ITS** website, together with the associated RFP specification. Vendors are required to check the **ITS** website periodically for RFP amendments before the proposal opening date at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. If you are unable to access the **ITS** website, you may contact the **ITS** technology consultant listed on page one of this RFP and request a copy.

5. Oral Communications Not Binding

Only transactions which are in writing from **ITS** may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. Vendor's Responsibility for Delivery

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.

- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. Best and Final Offer

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for

attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. Rights Reserved to Use Existing Product Contracts

The State reserves the right on turnkey projects to secure certain products from other existing **ITS** contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. **Additional Contract Provisions**

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. **Contracting Agent by Law**

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. **Mandatory Legal Provisions**

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
 - 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.
8. **Approved Contract**
- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
- 8.1.1 Written notification made to proposers on **ITS** letterhead, or
- 8.1.2 Notification posted to the **ITS** website for the project, or
- 8.1.3 CP-1 authorization executed for the project, or
- 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.
9. **Contract Validity**
All contracts are valid only if signed by the Executive Director of **ITS**.
10. **Order of Contract Execution**
Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. CP-1 Requirement

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. Requirement for Electronic Payment and Invoicing

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Mississippi State Government's Enterprise Resource Planning (ERP) solution ("MAGIC") will be made electronically, via deposit to the bank account of the Vendor's choice. The awarded Vendor must enroll and be activated in PayMode™, the State's current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.ms.gov.

13.2 For state agencies that make payments through MAGIC, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through MAGIC. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor's initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor's response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the

Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.

15. Prime Contractor

The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.

16. Sole Point of Contact

ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.

16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.

16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. **Inclusion of Subcontract Agreements**

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. **Negotiations with Subcontractor**

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. **References to Vendor to Include Subcontractor**

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. **Outstanding Vendor Obligations**

21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.

21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.

21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. **Shipping Charges**

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. **Amortization Schedule**

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. **Ownership of Developed Software**

28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom Tailored Software**

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license

entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. The instructions for acquiring the State of Mississippi Enterprise Security Policy can be found at the link below.

<http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=153> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. Risk Factors to be Assessed

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. Proposal Bond

The Vendor must include a proposal bond in the amount of \$7,500.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected.

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the **Mississippi Department of Human Services**, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not

addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from **ITS**, unless an extension is agreed to by **ITS**.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, **ITS** will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after **ITS** and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and **ITS** shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or **ITS** elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor must include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal. The cost of the bond or letter of credit must be shown as a separate line item in the *Cost Information Submission*. The performance bond or letter of credit must be procured at the Vendor's expense prior to the execution of the contract and may be invoiced to **Mississippi Department of Human Services** after contract initiation only if itemized in the *Cost Information Submission* and in the executed contract. **The final decision as to the requirement for a Performance Bond or Irrevocable Bank Letter of Credit will be made upon contract award and is at the State's sole discretion.**

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to **ITS**, on behalf of **Mississippi Department of Human Services** Mississippi Department of Human Services, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State and the successful Vendor and shall be payable to **Mississippi Department of Human Services**, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to

honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Vendor's performance and performance of the products/services delivered and determine that the letter of credit/performance bond may be reduced or released prior to expiration of the full warranty period.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at:

<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf#page=171> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3784.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$500,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi

Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state "No Exceptions Taken." If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with "shall" or "must," as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor's proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor's proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor's exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.
4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the

standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Mississippi's Accountability System for Government Information and Collaboration (MAGIC) Information for State of Mississippi Vendor File**

- 1.1 **MAGIC Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a MAGIC Vendor code should visit the following link to register:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreq?sap-client=100

Vendors who have previously done business with the State may obtain their MAGIC Vendor code at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

All Vendors must furnish **ITS** with their MAGIC Vendor code.

MAGIC Vendor Code: _____

Additional Vendor information, including contact information for assistance with MAGIC Vendor codes, can be found at the following link:

<http://www.mmrs.state.ms.us/vendors/index.shtml>

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at:

http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf

Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority/Women Business Enterprise Status: _____

2. Certification of Authority to Sell

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

3. Certification of No Conflict of Interest

Mississippi law clearly forbids a direct or indirect conflict of interest of a company or its employees in selling to the State. The Vendor must answer and/or provide the following:

- 3.1 Does there exist any possible conflict of interest in the sale of items to any institution within **ITS** jurisdiction or to any governing authority? (A yes or no answer is required.)
- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

- 3.2 If the possibility of a conflict does exist, provide a list of those institutions and the nature of the conflict on a separate page and include it in your proposal. The Vendor may be precluded from selling to those institutions where a conflict of interest may exist.

4. Pending Legal Actions

- 4.1 Are there any lawsuits or other legal proceedings against the Vendor that pertain to any of the software, hardware, or other materials and/or services which are a part of the Vendor's proposal? (A yes or no answer is required.)
- 4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

- 4.2 If so, provide a copy of same and state with specificity the current status of the proceedings.

5. Non-Disclosure of Social Security Numbers

Does the Vendor acknowledge that any information system proposed, developed, or modified under this RFP that disseminates, in any form or manner, information or material that contains the Social Security Number of an individual, has mechanisms in place to prevent the inadvertent disclosure of the individual's Social Security Number to members of the general public or to persons other than those persons who, in the performance of their duties and responsibilities, have a lawful and legitimate need to know the individual's Social Security Number? This acknowledgement is required by Section 25-1-111 of the Mississippi Code Annotated.

6. Order and Remit Address

The Vendor must specify both an order and a remit address:

Order Address:

--

Remit Address (if different):

--

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at:

http://www.its.ms.gov/Procurement/Pages/RFPS_Awaiting.aspx

ITS may post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 Certain items in the technical specifications of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification.
- 2.2 Mandatory requirements are those requirements classified as MANDATORY in in Section VII, *Technical Specifications*. Meeting a mandatory requirement means the Vendor has provided a detailed response that demonstrates that the Vendor meets the qualifications and experience requested.

2.3 Attendance at the mandatory Vendor Web Conference at 10:00 a.m. Central Time on Tuesday, September 29, 2015 is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected.

2.3.1 To access the Vendor Web Conference, Vendor must contact Donna Hamilton via email no later than 3:00 p.m. Central Time, Monday, September 28, 2015, to receive instructions on how to enter into the web conference.

3. **General Overview and Background**

The Mississippi Department of Human Services (MDHS) is seeking services and software from a qualified Vendor to migrate applications running on a z/OS mainframe to a Linux platform. MDHS currently has decades old legacy applications running on the mainframe in the State Data Center that were developed in Natural, Cobol, and Assembler programming languages accessing Adabas databases. These execute in CICS and batch environments.

The goal of this project is to keep risks to a minimum, migrate the existing applications, as is, to a Linux platform with minimal changes except to improve the front-end for each application. MDHS desires to add middle-ware that will present the green screens as a GUI to the users. The applications impacted and the associated programs supported by the applications are provided below. Please note, the MACWIS application uses VB6 as the front-end tool instead of Cobol (MAVERICS) or Natural (METSS/JAWS).

- Mississippi Automated Verification Eligibility Reporting Information System (MAVERICS) - Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF),
- Mississippi Enforcement and Tracking of Support System (METSS) - Child Support Enforcement,
- Jobs Automated Work System (JAWS) - Temporary Work Program,
- Electronic Financial Interface Tracking System (E-FITS-CMI), and
- Mississippi Automated Child Welfare Information System (MACWIS) - Family and Children Services Programs. The MACWIS system is planned for replacement in the next two to four years.

These applications continue to administer billions of dollars of benefits and collections on behalf of the state as well as provide critical services to clients on public assistance programs. The value attributed to the legacy applications includes mature business logic that reliably meets core business requirements, data structures and tables that are aligned with business processes and, importantly, system reliability. However, problems with the current Adabas/Natural ecosystem include obsolete versions of software components, complex point-to-point interfaces that increase reconciliation costs, and an

inability to gain business value from improved business processes, data integration, caseworker productivity and SOA level encapsulation of business and technical services.

The cost of completely replacing these massive, complex systems is not deemed feasible. Instead, MDHS determined that a more achievable solution would be to migrate the legacy applications to an open systems platform which would improve end-user productivity with a better user interface (UI), extend the life of the systems, enable more agility for providing solutions to evolving business requirements, and enhance the capabilities for systems integration.

MDHS has developed a long-term architecture roadmap for the Agency which is attached in Attachment F to assist Vendor's understanding of how this project fits in the Agency's overall plans and to provide an opportunity for Vendors to offer input on the long-term vision as they review the MDHS environment. The migration of these applications is a part of that roadmap. MDHS envisions this project will occur in two phases:

- Phase I - the Vendor would review and analyze the existing applications including ancillary systems that may be affected by the migration. The goal of Phase I would be to finalize the scope of impacted applications, identify the target architecture platform, develop a plan for the migration, identify issues/risks, and identify necessary software/hardware.
- Phase II – the Vendor would install all software and hardware for all required environments and migrate the systems to the new platform according to the plan developed and agreed to by MDHS and Vendor in Phase I.

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	09/15/15
Second Advertisement Date for RFP	09/22/15
Mandatory Vendor Web Conference	10:00 a.m. Central Time on 09/29/15
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 10/5/15
Deadline for Questions Answered and Posted to ITS Web Site	10/19/15
Open Proposals	11/2/15
Evaluation of Proposals	11/2/15 – 12/7/15
ITS Board Presentation	1/21/16
Contract Negotiation	12/7/15 -12/30/15

5. Statement of Understanding

- 5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:
 - 5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.
 - 5.1.2 Vendor must deliver a written document to Donna Hamilton at ITS by Monday, October 5, 2015 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Donna Hamilton to verify the receipt of their document. Documents received after the deadline will be rejected.
- 5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on Monday, October 19, 2015.
- 5.3 Vendor must provide their DUNS Number at the time of proposal submission and have an active status in SAM.gov in order to contract with MDHS.
- 5.4 The State will negotiate a Professional Services Agreement as attached in Exhibit A, *Standard Contract*, for the services to complete all Phase I activities. At the conclusion of Phase I a decision will be made at the sole discretion of MDHS whether to proceed with Phase II. Should MDHS decide to proceed with Phase II, an Agreement will be negotiated based upon the detailed work plan developed in Phase I using the hourly rates submitted in Vendor's response to RFP No. 3784.
 - 5.4.1 The type of contract for Phase II will depend upon whether MDHS procures the hardware/software from the winning Vendor or from another procurement vehicle.

6. Vendor Experience

- 6.1 The Vendor must provide a corporate description with sufficient information to substantiate proven expertise in the products and services being requested in this RFP.
- 6.2 The Vendor must disclose any company restructurings, mergers, and acquisitions over the past five (5) years.
- 6.3 The Vendor must specify the location of the organization's principal office and the number of executive and professional personnel employed at this office.

- 6.4 The Vendor must state the number of years the Vendor has been providing the products and services being proposed.
- 6.5 The Vendor must specify the organization's size in terms of the number of full-time employees, the number of contract personnel used at any one time, the number of offices and their locations, and structure (for example, state, national, or international organization).
- 6.6 The Vendor must provide the name and the state of incorporation, if incorporated.
- 6.7 **MANDATORY** - The Vendor must provide at least three (3) reference projects as described in Section IX. Vendor must briefly summarize the reference projects here and provide full detail in Section IX.
- 6.8 **MANDATORY** – The State anticipates that the Vendor may have different subcontractors based on the Phase of the project. The Vendor must identify in his proposal, all known subcontractors for Phase I. The Vendor must describe the proposed roles and responsibilities of each, and provide at least three (3) references for each, as described in Section IX. Vendor must briefly summarize the subcontractors (if any) and their reference projects here and provide full detail in Section IX. In addition, if the Vendor does not plan to use subcontractors then the Vendor must respond "No subcontractors".
 - 6.8.1 The Vendor must identify subsequent subcontractors for Phase II as they are identified and prior to beginning work on Phase II and provide the same information described above for each subcontractor.
- 6.9 The Vendor must provide a copy of their company's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the five (5) fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed, and/or audited by a Certified Public Accountant.
- 6.10 Vendor must describe their standard project management methodology, the proposed project management approach for this project, and any tailoring of their standard methodology anticipated for this project.

7. **Personnel Experience**

- 7.1 The Vendor must identify the "Key Roles" (e.g. Project Manager, System Architect, Database Administrator, Functional Lead, Test Lead, and Security Expert) for each Phase of the Project.
 - 7.1.1 The Vendor must provide an explanation of the responsibilities for each role and an estimated percentage for that role by Project Phase.

7.1.2 The State understands that some “Key Roles” are specific to particular Phases and that the Vendor may not be able to identify resources for Phases II at the time of proposal submission; therefore, the Vendor must provide the information requested for requirements 7.1.2.1 – 7.1.2.4 for Phase I at the time of proposal submission. As personnel are identified and prior to beginning work on Phase II, the Vendor must provide the information requested for requirements 7.1.2.1 – 7.1.2.4.

7.1.2.1 Vendor must provide an organizational chart identifying all personnel proposed for each Phase of the project.

7.1.2.2 **MANDATORY** - Vendor must provide a resume for all Key Role personnel proposed for this project. Resumes must reflect qualifications and recent experience relevant to the scope of the work indicated in this RFP. Resumes must include at least three (3) references that can be directly contacted to verify the individual's qualifications and experience. Resumes must include the office location of each person.

7.1.2.3 Vendor must ensure that each staff member assigned to this project has the ability to communicate clearly in the English language both verbally and in written form.

7.1.2.4 The Vendor's Project Manager will be required to work onsite for the duration of the project.

7.1.2.5 **MANDATORY** - All proposed Key Personnel must have performed significant roles in at least one (1) project in the last two (2) years that:

- migrated enterprise z/OS infrastructure inclusive of applications, toolsets, utilities, and databases to a Linux platform; and
- had a contract value of > \$1M USD.

8. Scope of Work

8.1 The Vendor must provide the following, but not limited to, services and activities, as appropriate to each Project Phase, necessary to migrate the identified applications to a Linux platform:

- Project Management;
- Technical Architecture and Infrastructure Design;
- System Analysis;
- Software Installation and Configuration;

- Customization where approved;
- Data Migration/Conversion;
- Testing (unit, system, stress, performance, UAT support);
- Volume Stress Testing for Loading/Capacity Limits;
- Improved Transaction Capacity and Production Windows;
- Training, including Manuals and Materials;
- Knowledge Transfer;
- Documentation;
- Change Management;
- Deployment (Go Live) Support; and
- Post Implementation Support.

In its proposal, the Vendor must include any and all services, in addition to those listed above, that are required to ensure implementation success in accordance with the Vendor's proposed Project Methodology.

9. Current System Information and Metrics

- 9.1 MDHS has provided tables in Attachments A through G that includes object counts, software versions, transaction statistics, etc.
- 9.2 A diagram of the existing MDHS Network is provided in Attachment G.

10. Project Services and Deliverables

The State requires that Vendors propose a complete and comprehensive set of services that are necessary to ensure project success within the planned timeline and budget, as detailed in the contractual agreement between the State and the awarded Vendor. This Section has been organized to relate the required services to the anticipated implementation phases and deliverables necessary to measure progress toward a successful implementation.

Additionally, the State believes that early and frequent access to the system during design and configuration phases will allow the State to progressively refine its understanding of the software and how it can be implemented in the State. Therefore, the State requires an approach that provides users early and frequent opportunities to view the software and offer input and clarifications as the design progresses.

The State has proposed a set of deliverables that it believes to be essential for successful project management and implementation of the software. To the extent that these deliverables correspond to the Vendor's methodology, the Vendor may map phases and deliverables from their methodology to describe how it will complete the deliverables described. At a minimum, however, the Vendor must describe the services

that will be needed to complete each of the deliverables required by the State. The State will pay the specified percentage (minus retainage) of the not-to-exceed fixed price, upon the State's approval of each deliverable.

How to Respond to Section VII, Item 10.0 – To facilitate the evaluation process, the Vendor's response to this item should follow the outline below to address the required services and deliverables in the order presented. If the Vendor's methodology requires additional services and deliverables, those should be noted within the appropriate implementation phase. Each service and deliverable will be addressed in the Statement of Work as part of the final contractual agreement. The response should include a description of the services to be provided, the relationship to other implementation tasks (as appropriate), and acknowledgement of the deliverables to be provided. Finally, unless specifically identified as a task to be led or "owned" by the State, the Vendor should assume that its staff will be in the leadership role for delivery of that service (and completion of related deliverables) with the assigned State personnel participating in a supporting and/or subject matter expert role.

10.1 Initiation – begins Phase I

10.1.1 Project Work Plan - The Vendor must describe their proposed approach to developing the Project Work Plan including tasks to be performed by both the State and Vendor personnel. The following elements shall be applied to development of the Work Plan:

- Tasks, activities and description for the entire implementation project;
- Dependencies, critical paths, and resources (both Vendor and State staff) assigned to each task;
- All deliverables;
- Estimated work efforts;
- Milestones and events;
- Review and approval points and
- All assumptions.

The Vendor must provide as part of his proposal a comprehensive work plan for all Phases describing migration approach, specific task analysis, planning, product installation, design, testing, migration, training, and support. The Vendor will be responsible for updating the work plan for each Phase of the project prior to commencing work on the Phase and receiving approval from MDHS.

10.1.2 Status Reporting Plan - The Vendor's Project Manager shall be responsible for providing weekly status reports and shall participate in weekly status meetings with MDHS. The Vendor's

Project Manager in conjunction with MDHS will use the status reports to monitor activity and to detect potential problems or delays. The weekly status reports shall serve as the agenda for the status meetings.

In its proposal, the Vendor shall describe status reporting procedures, which will include, at a minimum:

- significant variations from the Project Work Plan with explanations of causes, effects on other areas, and strategies to achieve realignment;
- tasks completed since the last report;
- delayed tasks and reasons for delay, with expected revised completion date;
- planned tasks and activities for the next scheduled period;
- key decisions made;
- major concerns or issues encountered, proposed resolutions, and actual resolutions and
- any other topics and risk items that require attention.

10.1.3 Issue Resolution Plan - The Vendor shall be responsible for issue identification, tracking and resolution. In its proposal, the Vendor shall describe the use of any tools or techniques integrated into its configuration management, software change control and the overall project management methodology. In its proposal, the Vendor shall provide a plan for collaboratively resolving implementation project issues. This protocol shall address the following topics, responsible parties and specific steps to be taken on issues or disputes arising during the implementation project:

- issue identification;
- issue tracking;
- issue review and prioritization;
- issue analysis;
- issue resolution and
- issue escalation.

10.1.4 Risk Management Plan - The Vendor shall be responsible for identifying and assessing potential risks of the implementation project, as well as identifying and managing actions to avoid, transfer, mitigate, or manage those risks throughout the life of the implementation project. In its proposal, the Vendor shall describe its overall approach for managing risks.

10.1.5 Configuration Management Plan – The Vendor shall be responsible for configuring all software to meet the requirements of the State. State personnel must be included in the configuration process to facilitate effective knowledge transfer.

Additionally, the Vendor must demonstrate the configured software to validate the configuration against the State's documented requirements and agreed-upon business processes.

To facilitate this activity, the Vendor shall be responsible for developing and maintaining a configuration management plan to ensure the integrity of change control of all project documents, software, and technical environments. In its proposal, the Vendor shall describe its approach and methodology for ensuring effective configuration management procedures throughout the project's lifecycle including:

- project deliverables, documents, and other documentation subject to change throughout the engineering lifecycle;
- scope management with scope control processes to ensure that work is not performed on out-of-scope features, functions, or tasks until the State grants authorization in writing;
- software change control procedures with procedures and/or automated tools that will be employed to ensure the integrity of programs and configuration settings developed to support the systems and
- change control processes with standards and procedures for handling and processing change requests that may occur during the course of the implementation project.

10.1.6 Security Management Plan – In its proposal, the Vendor shall describe its approach for documenting security standards and procedures at the hardware, application, database, network and user levels in accordance with the State's Enterprise Security Policy as well as any Federal security policies that may apply. This security analysis shall include procedures and schedules for obtaining information from State agencies to establish roles and profiles and the related techniques to identify appropriate end users for each profile. The Vendor shall identify any related security issues and options for future deployment of the systems. The Vendor shall also be responsible for assisting the State in gathering and configuring end-user security (inclusive of any "self-service" users) through manual and/or automated means.

10.1.7 Change Management Plan - The Vendor must provide change management leadership throughout all phases of the implementation. The change management approach must be documented in a comprehensive Change Management Plan to be developed and coordinated in close collaboration with the State. In its proposal, the Vendor shall describe its approach and recommended methodology for planning and performing change management activities including the Vendor's plan for

- planning for change management;
- organizational structuring;
- communications strategy, responsibilities and touch-points;
- determining the impact of business process re-design on organization(s);
- leadership alignment and executive sponsorship;
- readiness assessment of end users;
- role mapping and end user skills fit/gap analysis;
- end-user security configuration and verification; and
- workforce transition to the new system.

10.1.8 Requirements Traceability Matrix - The Vendor is responsible for performing a detailed analysis with the State to review documented business requirements. The Vendor shall provide an interactive approach for facilitating this system analysis and business process design by demonstrating how the modules can be configured and customized, where required and approved, to satisfactorily meet the State's requirements. In its proposal, the Vendor shall describe its methodology for conducting a formal fit/gap analysis documenting the disposition of each requirement into an RTM, the resolution of identified gaps (e.g., customization, workaround), based on the responses and any additional requirements that may be identified during this process.

10.1.9 Written Deliverables – In its proposal, the Vendor shall provide a schedule of when the deliverables listed below will be made available based on the applicable phase of the project:

- Deliverable 1 - Project Work Plan
- Deliverable 2 – Status Reporting Plan
- Deliverable 3 - Issue Resolution Plan
- Deliverable 4 - Risk Management Plan
- Deliverable 5 - Configuration Management Plan
- Deliverable 6 – Security Management Plan
- Deliverable 7 - Change Management Plan
- Deliverable 8 – Requirements Traceability Matrix

10.1.10 Upon contract award, the Vendor will work with MDHS to review and refine the Project Work Plan.

10.2 Analysis - Detailed Systems Review/Inventory (Phase I continued)

10.2.1 Vendor must describe in their response the proposed approach to completing a thorough analysis of MDHS's existing applications, identifying and assessing other potentially impacted applications, evaluating costs/ impacts and benefits associated with findings, evaluating quality and suitability of current and new data sources,

and making recommendations for improvement on the current system. The proposed approach should include processes and tools to be applied, inputs/ information required, Vendor and State personnel to be involved, outputs/ artifacts to be created, and estimated timeline.

10.2.2 The Vendor must perform an analysis and inventory of MDHS's existing applications, including but not limited to, JAWS, METSS, EBT, MACWIS, and MAVERICS.

10.2.2.1 Vendor must provide a detailed System Inventory of all systems required to be migrated as well as 3rd party services used by the applications that must be tested on the new platform. Vendor must provide installation and configuration for all products identified in the system inventory that must be installed or migrated in Phases II and III.

10.2.2.2 Automated Interfaces Document - The Vendor shall be responsible for completing and documenting current interfaces to all legacy application in the scope of the project.

10.2.3 Analysis of Architecture Platform Options

10.2.3.1 The Vendor is responsible for analyzing and making recommendations for the design and sizing of all the technical environments (test, development, production, servers, regions, disk storage, etc.) required for the project.

10.2.3.2 The Vendor must provide a cost benefit analysis for both an IFL and a Linux platform. The State will review both options and in consultation with the Vendor choose the option that best serves the State of Mississippi.

10.2.3.3 The cost benefit analysis for each alternative must include the total cost of ownership over 10 years, an inventory of software and hardware that must be purchased or leased, the training cost necessary for MDHS to support the Linux platform, and risks associated with each alternative.

10.2.3.4 In Phase I, the Vendor will provide a Technical Environment Assessment and Recommendation. In its proposal, the Vendor shall describe its approach to providing the services and activities associated with:

- providing a list of required software and hardware for each option
- provide a list of required existing and new desktops for county and State offices
- assessing infrastructure hardware and systems software and support of the proposed architecture and configurations;
- capacity planning with an overall assessment of the sizing of production; infrastructure hardware, systems software, and data storage to support the various environments;
- assessing the State's WAN and LAN capacity as it relates to the migration of the applications, and specific recommendations concerning any needed WAN or LAN upgrades;
- providing recommendations to the State on the technical architecture and infrastructure design;
- identifying a standard technical infrastructure configuration for the various environments; and
- determining a load and stress testing approach for the production infrastructure and architecture.

10.2.3.5 Technical Environment and Software Installation Report - The Vendor shall recommend a hardware sizing and architecture based on the MDHS applications to be migrated and to accommodate anticipated future growth. In its proposal, the Vendor shall describe its methodology for setting up environments and performing:

- software installation to support the Vendor's environments for design, configuration, and testing using the certified software installed;
- complete hardware sizing and architecture to address environment for release updates, training, development, testing, and production with the test and production environments being equivalent or practically equivalent for testing purposes; and
- how the proposed technical architecture design fits within ITS's current network security architecture, composed of unique logical areas separating development/test environments from production environments.

10.2.3.6 As part of the Technical Environment and Software Installation Report the Vendor shall describe the needed:

- hardware for configuration, design, and development;
- hardware for testing in a production equivalent environment;
- structure and maintenance of planned database instances / environments;
- tools necessary for managing and monitoring the hardware/software environments;
- methodology and potential toolset for encryption of data at rest and transit;
- methodology and potential toolset for log management;
- disaster recovery recommendations;
- backup and recovery/business continuity and
- set-up and administration of environments that may be required for:
 - Production;
 - Sandbox;
 - Acceptance Test / Quality Assurance (QA);
 - System Test;
 - Development;
 - Technical Support;
 - Training;
 - Data Warehouse/Reporting; and
 - Upgrade.

10.2.3.7 The Vendor must provide a cost for all software, hardware, and tools identified in the Technical Environment and Software Installation Report with his proposal in Section VIII, *Cost Information Submission*. Any cost not listed may result in the Vendor providing those products or services at no charge to the State or face disqualification. MDHS maintains the right to purchase necessary software, hardware, and/or tools via methods most advantageous to the State.

10.2.3.8 Written Deliverables – As part of the Phase I Detailed Systems Review/Inventory, the Vendor shall provide a schedule and outline for the following State-required deliverables for this phase of work.

- Deliverable 9 – List of application components inclusive of programs, JCLI, documents, reports, and third-party interfaces to be migrated including middleware connectivity components to the existing document management system
- Deliverable 10 – Automated Interfaces Document

- Deliverable 11 – IFL/Linux Platform Cost Benefit Analysis
- Deliverable 12 – Technical Environment Assessment and Recommendation
- Deliverable 13 – Technical Environment and Software Installation Report

10.3 Platform Design – (Phase II begins)

In its proposal, the Vendor shall describe its methodology and approach to completing the functional and technical platform. During the design phase of work, the Vendor shall work closely with the State's Project Team and user community to produce and review design specifications in order to meet all of the State's approved requirements. These design specifications should encompass all components of work to be performed including software configuration, customizations, interfaces, data warehouse design, queries and reports, workflow, security, and data conversion.

10.3.1 The proposed approach should include processes and tools to be applied, inputs/ information required, Vendor and State personnel to be involved, outputs/ artifacts to be created, and estimated timeline.

10.3.2 The recommended rollout strategy for the identified systems. If Vendor recommends an incremental rollout, Vendor's explanation must include a discussion of impacts to interfaces and how those will be addressed.

10.3.3 Vendor must describe and explain how the proposed approach will allow MDHS to achieve each of the following project goals:

10.3.3.1 Preserves Adabas DBMS file structures, Natural programming protocols and staff knowledge and avoiding high-risk and high cost of redesigning DBMS and application layers.

10.3.3.2 Preserves business mature components of Adabas file structures, indexes, Natural, and Cobol.

10.3.3.3 SOA and web-services enabled.

10.3.3.4 GUI layer is implemented on top of online green screens

10.3.3.5 SOA platform that will be able to take advantage of application integration and master data management upon successful completion of the migration.

10.3.4 Security Design Document – The Vendor shall complete a security design that includes definition of application security roles,

profiles, and permissions. In its proposal, the Vendor shall describe its approach for identifying permissions and users for each role and profile.

10.3.5 Identity Management Document – The Vendor must outline for each layer (network, servers, applications, etc) of access what software, methodologies, and procedures will be used to provide Identity Management.

10.3.6 Interface Design Document - In its proposal, the Vendor shall describe how it will design, document and deploy a set of standard inbound and outbound interfaces for processing transactions that will not be replaced by the new system. Special emphasis needs to be placed on automated interfaces to/from the legacy systems. The Vendor shall be responsible for documenting potential interfaces needed between the system and other agency-specific legacy administrative systems that will remain in production use as well as interfaces to other external entity systems). The Vendor shall also describe the necessary integration points for third-party software with the system.

10.3.7 Data Conversion/Migration Design Document - The Vendor shall produce a comprehensive data conversion design that covers all aspects of creating the conversion routines and database environments necessary to take the system 'live'. The Vendor must clearly identify any data tasks for which the State is responsible. In its proposal, the Vendor shall describe its methodology for determining:

- all data to be converted, migrated, loaded, or entered in the new system;
- data sources;
- expected data volumes;
- conversions where automated programming can be used to significantly reduce data conversion labor;
- roles, responsibilities and timing requirements for the conversion effort;
- extract, transformation and load methods to be used;
- detailed specifications required to develop the data conversion programs for converting data from the legacy system to the new system;
- how specifications will be provided to the State for its development of data extract programs from legacy systems for loading into the new system;
- recommendations and key considerations for determining what historical data needs to be converted and where this data needs to be available;
- any required data conversion procedures for entering manually converted data into the new system and

- data cleansing edits and quality assurance validation steps that need to be performed before and/or during the conversion process.

10.3.8 Written Design Deliverables - As part of the Platform Design, the Vendor shall provide a schedule and outline for the following State-required deliverables for this phase of work.

- Deliverable 14 - Security Design Document
- Deliverable 15 - Identity Management Document
- Deliverable 16 - Interface Design Document
- Deliverable 17 - Data Conversion/Migration Document

10.4 Platform and Application Migration – continues Phase II

During the Platform and Application Migration Phase, the Vendor shall be responsible for configuring, customizing, enhancing, and developing all application software in accordance with approved design specifications. In its proposal, the Vendor shall describe its software configuration and development processes and procedures, including:

- tools and procedures used to aid in the software configuration and development process;
- documentation provided;
- testing process used for validating the completed software against the documented requirements, and
- support process for facilitating effective knowledge transfer.

During this phase of work, the Vendor is also responsible for the unit testing of all software development and configuration, acceptance test planning, end user assessment for knowledge transfer, and business continuity planning. The Vendor shall describe its detailed methodology and approach for all of these activities.

10.4.1 The Vendor must obtain written acceptance of all Phase I Deliverables, written agreement on the chosen architecture platform, and confirmation that MDHS intends to proceed with Phase II before beginning any Phase II activities.

10.4.2 All Phase II work including change orders must be performed using the fixed hourly rates and roles provided in the Vendor's proposal.

10.4.3 Test Plan - The Vendor shall be responsible for creating comprehensive test plans for each activity of testing to be conducted. All proposed test plans will be reviewed and approved by the State prior to the initiation of that testing activity. In its proposal, the Vendor shall describe the activities relating to each iteration of testing. At a minimum, the Vendor's implementation plan must create the following test plans:

- Systems/Integration Testing,
- Data Conversion,
- User Acceptance,
- Performance (load/stress),
- Regression testing, and
- Interfaces

The Vendor is responsible for the testing and activities to be undertaken, and the tools and techniques to be used. The Vendor is responsible for documenting all required environments, platforms, and procedures necessary for establishing the testing environment for all activities of testing including deadlines and identifying associated responsibilities of the State. In its proposal, the Vendor shall address how test scenarios will be developed, test results documented, and fixes/regression testing conducted.

The Vendor shall include when it will provide training to the State on the testing tools it proposes to use to facilitate the testing process.

The Vendor shall be responsible for all aspects of verifying and documenting interfaces between the software and legacy systems. In its proposal, the Vendor must describe how it will test and document real-time interfaces as well as batch-oriented interfaces. Interface development requirements are documented in Section VII, Item 10.4.9.

The State will be responsible for conducting the acceptance testing with the assistance of the Vendor. As part of this effort, the Vendor will build any crosswalk file structures required, and collaborate with the State staff to populate the crosswalk tables. The Vendor will provide a letter certifying that the programs utilized for conversion have been properly tested and are fit for the task of performing the conversion into the System.

- 10.4.4 End-User Needs Assessment – The Vendor must conduct a role-based training needs assessment and audience analysis to define the knowledge and skill needs of MDHS end-users and compare the results to the instructional content included in off-the-shelf training courses that the Vendor will provide. The Vendor shall use assessment results to further document the extent to which new courses must be developed “from scratch” and which off-the-shelf training courses can be used “as is” or tailored to best serve the needs of the State. Tailoring of some existing courses will change the content and instructional design to make the course more conducive to defining learning needs, audience characteristics, and project objectives. The Vendor shall also apply assessment results to recommend how coaching, mentoring, and performance support tools (on-line help, procedures-at-a-glance, technical

documentation, job aids, etc.) can be used to further impart knowledge and skill to the State's users.

In its proposal, the Vendor shall describe its approach for assessing training needs for personnel in both the MDHS headquarters and the individual county offices for using the system and for related business process changes.

This Deliverable shall include:

- analysis of the importance, frequency and complexity of the related job tasks end users will perform;
- analysis of learner characteristics that will influence instructional design decisions;
- description of all off-the-shelf training courses the Vendor will provide as part of the scope of work with notations that indicate which of these courses can be used as-is and which must be tailored to meet the defined needs of end-users;
- description of other training courses that must be custom-developed (built from scratch) to further meet defined end-user training needs and
- description of how formal training (instructor-led, Web-based, etc.), informal training (walk-throughs and demos by a trained coach, mentoring, etc.), performance support (on-line help, procedure manuals, job aids, etc.) and users' access to general information about the new system will address learning needs.

10.4.5 Knowledge Transfer Plan – The Vendor shall be responsible for developing a comprehensive Knowledge Transfer Plan that delineates knowledge transfer goals and objectives for State personnel at all levels. The knowledge transfer plan shall be based on comprehensive needs assessment conducted by the Vendor and shall describe the types of training to be provided to meet the identified needs. In its proposal, the Vendor shall describe its approach and methodology to provide the knowledge transfer required by the State. The Vendor shall also propose any alternative training methods that may benefit the State.

The Vendor shall plan the knowledge transfer activities, how they will occur, and the individuals responsible for each activity. The Vendor shall document the design, configuration, development, testing and other tasks and assignments that the State personnel will perform to facilitate knowledge transfer. The Plan shall explicitly include those activities necessary to prepare State personnel for post- implementation roles.

It is important to the State that, as a part of the knowledge transfer strategy, an effective mentoring program is developed for key State personnel. The Vendor's knowledge transfer strategy must

actively involve the mentoring of State personnel throughout the implementation project to ensure that the State's personnel are prepared to operate and maintain the system at go-live. The proposal shall describe the specific procedures that the Vendor will undertake to mentor the State's personnel and ensure adequate experience and knowledge of the system by the time of transition.

- 10.4.6 Business Continuity Plan – The Vendor will be responsible for developing a business continuity plan for the production environment. In its proposal, the Vendor shall describe its approach for defining requirements and service levels for the State's agreement with a disaster recovery hosting provider.
- 10.4.7 System and Application Software Installation and Configuration Document - The Vendor is responsible for configuring and documenting the software configurations (as described in the Configuration Management Plan) by performing all activities necessary to meet the State's requirements. In its proposal, the Vendor shall describe its detailed approach to fulfilling the State's requirements through configuration of the system, including:
- methods used to manage the configuration process
 - sources of information; and
 - the progression of configuration values from initial prototyping through testing to production, including:
 - populating all required tables;
 - configuring required third-party applications acquired by the State;
 - applying minor upgrades and patches released by the software providers; and
 - managing changes to configuration throughout the project lifecycle.
- 10.4.8 Security Configuration Document - The Vendor is responsible for configuring, documenting, and maintaining the application security roles, profiles, and permissions. In its proposal, the Vendor shall describe its approach and procedures for approving and maintaining individual-assigned roles and permissions.
- 10.4.9 Automated Interfaces Document - The Vendor shall be responsible for completing and documenting program development for interface programs including the unit testing of these programs. The Vendor shall also be responsible for proposing a User Acceptance Test Plan for review and approval by the State and assisting with the acceptance testing for the interfaces.

The Vendor's responsibility for designing, developing, and deploying interfaces shall include:

- standard inbound/outbound interfaces for processing transactions from and to those administrative systems not replaced by the new platform;
- all required interfaces between the migrated system and third-party software (e.g., Worksite) and
- all temporary interfaces to/from legacy systems required as a result of any proposed deployment phasing approach.

10.4.10 Data Conversion Program Document - Based on the State approved Data Conversion Plan, the Vendor shall be responsible for creating, testing, and documenting automated conversion programs to support the commencement of live operations. In its proposal, the Vendor shall describe its approach to developing the data conversion programs and the quality assurance of converted data during the conversion process.

10.4.11 Written Development Deliverables - As part of the Platform and Application Migration, the Vendor shall provide a schedule and outline for the following State-required deliverables for this phase of work.

- Deliverable 18 – Test Plan
- Deliverable 19 – End-User Needs Assessment
- Deliverable 20 – Knowledge Transfer Plan
- Deliverable 21 – Business Continuity Plan
- Deliverable 22 – System and Application Software Installation and Configuration Document
- Deliverable 23 – Security Configuration Document
- Deliverable 24 – Automated Interfaces Document
- Deliverable 25 – Data Conversion Program Document

10.5 Deployment

The State requires an extensive and carefully structured approach to the deployment ("go-live") of MDHS's applications. This includes the planning, organization and execution of cut-over activities necessary to transition operations to the new platform.

Testing is a critical component of the Deployment activities. All required testing will be conducted in accordance with the State accepted test plans developed by the Vendor. The Vendor shall document all test results, analyze exceptions and correct any software defects. All system components will be subjected to testing performed by a Test Team composed of both the Vendor and the State staff. In its proposal, the Vendor shall describe any additional testing activities specific to the Deployment phase that have not already been described.

Training and Knowledge Transfer are also critical components of the Deployment activities. In its proposal, the Vendor shall describe how it will plan and execute a comprehensive training program for the State encompassing a diverse array of training options during this phase of work. While formal training will form part of the overall mix of training services required to train State personnel, a more complete knowledge transfer approach that supplements training with carefully selected hands-on experience during the Deployment is also required. The Vendor shall provide a knowledge transfer approach that will ensure the State has a “critical mass” of knowledgeable personnel (user experts, system administrators, programmers and other technical personnel) sufficient to operate and maintain the system independently of the Vendor. While creative solutions are welcomed, a key requirement for success in this area will be the acquisition of skills via the State’s participation in producing key functional and technical deliverables, including software modifications and configuration changes, under the supervision and instruction of experienced Vendor personnel.

Finally, the Vendor shall also describe its overall strategy for on-site support throughout the entire Deployment period.

10.5.1 Deployment Plan - The Vendor shall produce the Deployment Plan to reflect all project tasks, activities, roles, responsibilities, dependencies, and milestone events for completing the testing and deployment process that enables the State to begin effective use and maintenance of the applications.

In its proposal, the Vendor shall describe its methodology for migration planning. The Deployment Plan must include:

- data conversion activities;
- technical preparation and system changeover activities;
- development of a migration activities check list;
- staffing requirements, by role and responsibilities, for both the Vendor and the State personnel for all migration activities;
- migration schedule and
- activities required to effectively operate and maintain the applications.

A critical component of the Deployment Plan is the inclusion of a Contingency Plan component for mitigating and resolving risks that are identified as potentially impacting deployment. The Contingency Plan component will address the strategies for business and system continuity planning as a result of migration issues. For each risk identified, the Contingency Plan will include one or more alternate solutions that are acceptable to the State. The Vendor is responsible for executing the Contingency Plan as issues arise during migration, upon approval of the State.

- 10.5.2 Test Scripts – The Vendor shall be responsible for the development of the Test Plan deliverable inclusive of test scripts and data for each activity of testing. In its proposal, the Vendor shall describe how scripts will be developed, documented, test data derived, and the State's responsibility and participation in this process. This description shall further elaborate on the development and execution of test scripts.
- 10.5.3 User Support Plan – The Vendor shall be responsible for developing a User Support Plan describing plans, processes, forums, activities, and procedures for providing user support from the outset of the deployment activities throughout the end of the post-implementation period. In its proposal, the Vendor shall describe what elements will be included in its user support strategy and the State's responsibilities for each item.
- 10.5.4 User and On-line Help Documentation - The Vendor will develop manuals, quick reference guides, tutorials, online help, and other techniques as appropriate. In its proposal, the Vendor shall describe its approach for keeping user documentation current throughout the project. The Vendor shall also describe how it will develop and provide to the State all user documentation in advance of training and its production use.

The Vendor shall provide complete, well-written, and accurate user documentation. The documentation will be easy to follow, with each element, screen, and report fully documented. This documentation will be customized to reflect the windows, screens, element names, modified and configured functionality, and site-specific configuration/customization applicable to the State. All documentation will be available to the State in both paper and electronic form in a format acceptable to the State.

As part of this effort, the Vendor will explain and pursue appropriate options for providing parts or all of the documentation on-line. Where possible, the Vendor shall provide documentation as increments are developed to facilitate the State's review of on-line user procedures, on-line help, on-line policy documentation, and written job aids. In addition, the Vendor will develop a hard-copy guide for system users that provides log-on and log-off procedures and basic access and navigation instructions. In its proposal, Vendor will describe all user documentation that will be developed including online help functions with the proposed software modules and/or third-party software, and the process available to customize the online help to support the software as configured and customized to meet the State's business needs.

- 10.5.5 Security Administration Guide - The Vendor will prepare a comprehensive security guide that combines general reference

information with the State-specific procedures to assist security administrators in performing their duties. In its proposal, the Vendor will describe its approach for tracking transactional data to support audits.

- 10.5.6 Technical Documentation – In its proposal, the Vendor shall describe its approach and content for technical documentation. The technical documentation must describe the application software, middleware, any third-party application software and its architecture (e.g., implementation view of the application architecture). This documentation will include a guide to all software source code, programs, and executables, as well as a comprehensive data model. Where customizations have been made, the technical documentation must include a detailed data element dictionary (DED), entity-relationship diagrams (ERDs), and a tool for keeping the DED current. The Vendor will maintain this documentation to reflect changes made throughout the project.

Technical documentation will also include all customization/configuration parameters used at the State as well as the full range of alternative values possible (and the effect of each value). The documentation will reference all parameters and note and explain where dependencies occur and where environmental conditions dictate specific usage and settings. The documentation will include the envisioned functionality of each exit point, any configuration values that may affect the operation of each exit point and the input and output data parameters or arguments available to site-specific programs invoked from each exit point. The documentation should also include sample programming code that uses the exit point with the associated input and output data parameters. The documentation will reference all parameters and note and explain where dependencies occur and where environmental conditions dictate specific usage and settings.

- 10.5.7 Operations Documentation - In its proposal, the Vendor shall describe its approach and content for operations documentation. The operations documentation must include overviews of the application, system structure, major processing, required interfaces, performance monitoring, processes to support as-needed load and stress testing, report documentation, maintenance tasks and correspondence documentation. The operations documentation will also describe the overall batch or background process schedule, including dependencies, sequencing, and timing. If there are any workstation-based components to any of the proposed software products and solutions, the Vendor will provide the State with a set of documented procedures and automated deployment/installation

scripts for use with the State's software distribution tools. These scripts and procedures will enable the State staff to independently install and connect additional workstations.

10.5.8 Training Schedule, Curriculum, and Materials – In its proposal, the Vendor must describe its approach and methodology to developing, disseminating, and maintaining training schedules, curriculum, and materials. In its proposal, the Vendor must clearly identify its approach for reviewing and obtaining approval by the State for all training courseware prior to the start of any training.

10.5.9 Conversion Data Report - The Vendor shall be responsible for running the conversion programs and assisting the State with the verification of the converted data in the required environments. The State will assist with loading data that is not converted or loaded automatically and for certifying the production database as being accurate. The Vendor shall be responsible for adapting and re-running conversion programs as necessary to properly convert and load the data, and for maintaining a conversion log to track the accuracy of all conversion efforts. In its proposal, the Vendor will address its strategy for converting and archiving data to preserve performance optimization.

Data conversion activities will be determined by the MDHS using the approach that is provided by the Vendor as approved by the State. Automated data to be converted and loaded in the new system (and any new third-party software) production database(s) must include:

- data required to set up the master files;
- detail balances as applicable;
- open transactions as applicable;
- agency project and grant balances and
- agency assets and original sources of funding.

The State will be responsible for performing all manual conversion processes, with the guidance of the Vendor. Manual conversions will be utilized when the Vendor and MDHS agree that the volume is too low to justify the cost of developing an automated conversion program.

10.5.10 Knowledge Transfer Report - In its proposal, the Vendor will describe its approach for documenting the execution and follow-up of its knowledge transfer and training process. The Vendor shall describe its process, the verification of successful knowledge transfer, and training outcomes.

- 10.5.11 Test Readiness Report - In its proposal, the Vendor shall describe its approach for tracking activities, issues, and status for ensuring that User Acceptance Test can begin. This readiness assessment must include the migration and control of all software components, completion of prerequisite training, completion of test scripts and data validation, documentation of roles and responsibilities, and identification of acceptance testing criteria.

The State expects to be a primary participant in the acceptance testing process, with assistance, by the Vendor. Prior to State approval of the software for production use, both user and system acceptance tests must be successfully completed. State representatives will function as system users during system testing and will evaluate all test outcomes.

- 10.5.12 User and System Acceptance Test Report - In its proposal, the Vendor shall describe all of the tools, processes, and methods required to record, document and gain State approval of the results of the User and System Acceptance Testing activity.

- 10.5.13 System Performance and Tuning Report – In its proposal, the Vendor shall describe its approach to enhance performance of the system by tuning databases, application servers, web servers, and other software and devices deployed as part of the proposed solution. The Vendor shall also describe procedures to gain the State's approval of the System Performance and Tuning Report. The State will not accept the migrated application that does not equal or improve transaction response times.

- 10.5.14 Production Cut-Over Procedure - In its proposal, the Vendor shall describe its approach for detailing that all required deployment activities have been successfully completed and certifying that the system is operational and meets performance requirements. The Vendor shall describe its process for providing certification that the System is ready for deployment. The State requires that a Certification letter be included to confirm:

- all applicable personnel have completed training;
- all data has been converted, cleaned and accepted by the State;
- all site preparation requirements have been met;
- all user support is established and
- all user and system supports are in place.

Once the State has provided written approval for the system's production readiness, the Vendor will work with the State to establish a production cut-over procedure. This procedure requires that the Vendor move all system components in a systematic fashion into the production environment. In its

proposal, the Vendor shall describe its approach to ensure that the source code, compiled modules (where required), job streams, other components of the production environment, and all documentation are ready and organized for the production cut-over. The State will then ensure that all compiled extension programs have corresponding source code and ensure that all programs are present. The State will also ensure that all components and modules of the production environment can be operated on-line or run to completion as appropriate, and that all modules, job streams (or scripts) are properly documented according to agreed upon standards.

10.5.15 Written Deployment Deliverables - As part of the Deployment, the Vendor shall provide a schedule and outline for the following State-required deliverables for this phase of work.

- Deliverable 26 - Deployment Plan
- Deliverable 27 - Test Scripts
- Deliverable 28 - User Support Plan
- Deliverable 29 - User and On-line Help Documentation
- Deliverable 30 - Security Administration Guide
- Deliverable 31 - Technical Documentation
- Deliverable 32 - Operations Documentation
- Deliverable 33 - Training Schedule, Curriculum, and Materials
- Deliverable 34 - Conversion Data Report
- Deliverable 35 - Knowledge Transfer Report
- Deliverable 36 - Test Readiness Report
- Deliverable 37 - User and System Acceptance Test Report
- Deliverable 38 - System Performance and Tuning Report
- Deliverable 39 - Production Cut-Over Procedure

10.6 Close-Out

The Vendor shall provide on-site post-implementation support for a period of six (6) months following go-live. The Vendor must specify the number of full time equivalent (FTEs) that will be dedicated to the close-out activities. The on-site presence is needed to maintain a stable production environment and to provide for a smooth turnover of system responsibility to the State. The post-implementation support shall consist of technical, end-user, and operational support. Post-implementation support shall be provided by Vendor personnel who have the requisite qualifications to provide the necessary support and have experience with the project throughout the course of the implementation effort. State personnel will assist during this period in providing ongoing user support to address operational problems and answer questions (e.g., system access, security profiles, program bugs, instruction in the use of the system).

10.6.1 Post-Implementation Maintenance and Support Plan - In its proposal, the Vendor shall describe its plan, process, procedures,

and governance organization to identify, evaluate, prioritize, and document recommended system defect fixes, software maintenance patches, minor enhancements, and table changes. In its proposal, the Vendor shall also describe its planning and approach for user support planning including:

- assistance in providing user support during the post-implementation maintenance and support period;
- staffing and organization;
- problem report tracking software;
- staff training requirements;
- user support incident tracking procedures and tools;
- evaluation of, response to, and escalation of reported incidents and
- assumption of full user support responsibility by State personnel by the end of the post-implementation maintenance and support period.

10.6.2 Transition-Out Plan - In its proposal, the Vendor shall describe its transition-out planning approach including identification of transition responsibilities, descriptions and schedule for required tasks to ensure an efficient and effective transition from the Vendor with minimal disruption to operations. The Transition-Out Plan must include:

- Roles required for the State including required expertise and experience
- goals, expectations and specific objectives for each portion of the transition-out plan;
- method for transferring information and data to the State;
- assumptions and dependencies inherent in the transition-out and
- timelines and milestones for specific tasks throughout the transition-out period.

10.6.3 Transition-Out Hand-Off Report - In its proposal, the Vendor shall describe its approach to conducting and documenting transition-out hand-off activities. During execution of the approved Transition-Out Plan, the Transition-Out Team (comprised of State staff, the Vendor, and other affected service providers) shall meet regularly to review and update the Transition-Out Plan to reflect revisions to schedules, resource requirements, dependencies, and priorities. The Transition-Out Team shall also summarize the progress on the Transition-Out Plan to date. The Vendor will be required to work cooperatively and expeditiously to transfer the existing responsibilities to the State or another service provider. The Transition-Out Hand-Off Report shall document the conditions existing at the date of formal hand-off between Vendor and State

personnel, including any identified issues that may require contingent follow-up by the Vendor.

10.6.4 Project Lessons Learned and Final Report – In its proposal, the Vendor shall describe how it will identify and document lessons learned from the project to assist the State in continuing to support the implemented system, and to undertake similar projects in the future including an eventual software upgrade.

10.6.5 Written Close-out Phase Deliverables - As part of the Close-out, the Vendor shall provide a schedule and outline for the following State-required deliverables for this phase of work.

- Deliverable 40 - Post-Implementation Maintenance and Support Plan
- Deliverable 41 - Transition-Out Plan
- Deliverable 42 - Transition-Out Hand-Off Report
- Deliverable 43 - Project Lessons Learned and Final Report

11. **Cost Proposal**

11.1 Phase I Cost

The Vendor must propose a not-to-exceed price for all labor required to complete Phase I of the project inclusive of all travel.

11.1.1 The State of Mississippi will be responsible for acquiring the appropriate hardware and equipment necessary to support the solution based on the Technical Architecture and Infrastructure Design developed by the awarded Vendor.

11.1.2 The environment will be hosted in the State of Mississippi's data center located in Jackson, Mississippi.

11.2 Phase II Cost

11.2.1 A decision will be made at MDHS's sole discretion about implementing Phase II based on the results of Phase I.

11.2.2 As stated previously in Section VII, Item 10.2.3.5, a Phase I deliverable will be the Technical Environment and Software Installation Report. Vendor must also clearly identify all software, hardware, tools or services that are required to meet the Vendor's implementation methodology and meet the State's functional and technical requirements. The Vendor must list the known software, hardware, and tools at the time of proposal submission. The State recognizes that the Vendor may need to update the list after the analysis phase.

- 11.2.3 In addition, the Vendor must propose hourly rates for Phase II of the RFP, and the estimated percentage of the total work to be performed by each role. The rates will be fixed for the duration of the contract. The rate categories/project roles are listed in Section VIII, Cost Information Submission.
- 11.2.4 The Vendor must provide detail that clearly explains how the Phase II cost was calculated using the hourly rates bid for Phase II in this RFP.

12. **Additional Requirements**

- 12.1 ITS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

13. **Scoring Methodology**

- 13.1 An Evaluation Team composed of MDHS and **ITS** staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.
- 13.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.
- 13.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
- 13.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.
- 13.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Vendor Experience	15
Personnel Experience	15
Quality and thoroughness of proposal response	25

Total Non-Cost Points	55
Cost:	
Phase I Total	30
Phase II Hourly Rate	15
Total Cost Points	45
Total Base Points	100
Value Add	5
Maximum Possible Points	105

13.2 The evaluation will be conducted in four stages as follows:

13.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

13.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

13.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Vendor Experience	15
Personnel Experience	15
Quality and thoroughness of proposal response	25
Maximum Possible Points	55

13.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

13.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the 'Vendor Experience' category was allocated 15 points; a proposal that fully met all requirements in that section would have scored 13.5 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

13.3 Stage 3 – Cost Evaluation

13.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

13.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Phase I Total	30
Phase II Hourly Rate	15
Maximum Possible Points	45

13.4 Stage 4 – Selection of the successful Vendor

13.4.1 On-site Demonstrations and Interviews

13.4.1.1 At the discretion of the State, evaluators may request interviews, on-site presentations, demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

13.4.1.2 If requested, Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

13.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

13.4.1.4 Although on-site demonstrations may be requested, the demonstration will not be allowed in lieu of a written proposal.

13.4.2 Site Visits

13.4.2.1 At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification. If possible, the reference site should be in the Southeastern region of the United States. Vendor must list potential reference sites in the proposal.

13.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

SECTION VIII COST INFORMATION SUBMISSION

1. Phase I - Analysis

Vendors must propose all applicable Phase I costs in the matrix that follows. The matrix must be fully completed. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification. The total Phase I Not-to-Exceed Price will be binding, but sub-totals per deliverable will not. The State will hold back as retainage 20% of each deliverable.

Phase I	Estimated Hours	Unit Cost	Extended Cost	Less 20% Retainage	Payment Amount
Deliverable 1 - Project Work Plan					
Deliverable 2 – Status Reporting Plan					
Deliverable 3 - Issue Resolution Plan					
Deliverable 4 - Risk Management Plan					
Deliverable 5 - Configuration Management Plan					
Deliverable 6 – Security Management Plan					
Deliverable 7 - Change Management Plan					
Deliverable 8 – Requirements Traceability Matrix					
Deliverable 9 – System Inventory					
Deliverable 10 – Automated Interfaces Document					
Deliverable 11– IFL/Linux Platform Cost Benefit Analysis					

Phase I	Estimated Hours	Unit Cost	Extended Cost	Less 20% Retainage	Payment Amount
Deliverable 12 – Technical Environment Assessment and Recommendation					
Deliverable 13 – Technical Environment and Software Installation Report					
Other					
Phase I Not-to-Exceed Total					

2. Phase II – System Implementation/Configuration

Vendors must use the matrix that follows to propose fully loaded hourly rates and estimated percentage of total work for Phase II of the project. The matrix must be fully completed. Vendor must not edit the role names or add or remove rows. If any rate is not populated, the Vendor's highest hourly rate will be used. The Fixed Hourly Rate will remain the same for the entire duration of the Phase II work. The Estimated Percentage of Total Phase II Work reflects the Vendor's best estimate of the portion of the Phase II work to be completed by each role. Weighted Hourly Rate is calculated as (Fixed Hourly Rate x Est. % of Total Phase II Work). The sum of the values in the Est. % of Total Phase II Work column must equal 100%. The Weighted Hourly Rate values are then summed to calculate the Phase II Blended Hourly Rate.

At the completion of Phase I and upon approval to commence with Phase II, the Vendor will update the Phase II Project Plan based on the information gathered in Phase II. The rates below will be applied to the Project Plan to develop a not-to-exceed cost for Phase II.

Phase II Project Role	Fixed Hourly Rate (USD)	Est. % of Total Phase II Work	Weighted Hourly Rate (USD)
Project Manager			
System Architect			
Functional Lead			
Migration Specialist			
Data Architect			
Data Analyst			
Database Administrator			
Senior Developer			
Junior Developer			
Business Analyst			
Functional Tester			
Performance/Stress Tester			
Technical Writer			
User Interface Designer			
Application Trainer			

Technical Tools Trainer			
Project Administration Assistant			
Phase II Blended Hourly Rate		100%	

At the completion of Phase I and upon approval to commence with Phase II, the Vendor must produce the following Phase II Deliverables as part of the services to migrate the Adabas/Natural applications to a Linux platform. The State will hold back as retainage 20% of each deliverable.

Phase II Deliverables	Requirement
Deliverable 14 - Security Design Document	10.3.4
Deliverable 15 - Identity Management Document	10.3.5
Deliverable 16 - Interface Design Document	10.3.6
Deliverable 17 - Data Conversion/Migration Design Document	10.3.7
Deliverable 18 - Test Plan	10.4.3
Deliverable 19 - End-User Needs Assessment	10.4.4
Deliverable 20 - Knowledge Transfer Plan	10.4.5
Deliverable 21 - Business Continuity Plan	10.4.6
Deliverable 22 - System and Application Software Installation and Configuration Document	10.4.7
Deliverable 23 - Security Configuration Document	10.4.8
Deliverable 24 – Automated Interfaces Document	10.4.9
Deliverable 25 – Data Conversion Program Document	10.4.10
Deliverable 26 – Deployment Plan	10.5.1
Deliverable 27 – Test Scripts	10.5.2
Deliverable 28 – User Support Plan	10.5.3
Deliverable 29 – User and On-line Help Documentation	10.5.4
Deliverable 30 – Security Administration Guide	10.5.5
Deliverable 31 - Technical Documentation	10.5.6
Deliverable 32 - Operations Documentation	10.5.7
Deliverable 33 - Training Schedule, Curriculum, and	10.5.8

Materials	
Deliverable 34 - Conversion Data Report	10.5.9
Deliverable 35 - Knowledge Transfer Report	10.5.10
Deliverable 36 - Test Readiness Report	10.5.11
Deliverable 37 - User and System Acceptance Test Report	10.5.12
Deliverable 38 - System Performance and Tuning Report	10.5.13
Deliverable 39 - Production Cut-Over Procedure	10.5.14
Deliverable 40 - Post-Implementation Maintenance and Support Plan	10.6.1
Deliverable 41 - Transition-Out Plan	10.6.2
Deliverable 42 - Transition-Out Hand-Off Report	10.6.3
Deliverable 43 - Project Lessons Learned and Final Report	10.6.4

Section VII, Item 10.2.3.5 - A Phase I deliverable is the Technical Environment and Software Installation Report. The Vendor must clearly identify all software, hardware, tools or services that are required to meet the Vendor's implementation methodology and meet the State's functional and technical requirements. The Vendor must list the known software, hardware, and tools at the time of proposal submission. The State recognizes that the Vendor may need to update the list after the analysis phase.

Required Software	Manufacturer	Discount	Extended Cost

Required Hardware	Manufacturer	Discount	Extended Cost
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Required Tools	Manufacturer	Discount	Extended Cost

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 **MANDATORY** - The reference installation must be for a project similar in scope to the project for which this RFP is issued. In the Reference Form, describe how the reference project is similar in scope to this one.
 - 1.3.1.1 At least one (1) of the reference projects must have been a migration from a mainframe Adabas/Natural environment to a Linux Adabas/Natural environment.
 - 1.3.2 **MANDATORY** - At least one (1) of the reference projects must have been greater than two million U.S. dollars (\$2M USD) in total price.

- 1.3.3 **MANDATORY** - All referenced projects must have been completed within the last five (5) years.
- 1.3.4 Vendor may receive additional consideration for reference projects involving Health and Human Services.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.
- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
 - 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
 - 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. **Subcontractors**

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete three (3) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

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Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:
Description of product/services/project, including start and end dates:

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EXHIBIT A STANDARD CONTRACT

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 41189
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES**

This Professional Services Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as "Contractor"), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi Department of Human Services located at 750 North State Street, Jackson, Mississippi 39202 (hereinafter referred to as "Customer"). ITS and Customer are sometimes collectively referred to herein as "State".

WHEREAS, Customer, pursuant to Request for Proposals ("RFP") No. 3784 requested proposals for the acquisition of services and software to re-host Adabas and Natural applications, with the project being broken into two phases with Phase I being the analysis of the Customer's existing environment and recommendation on platform and Phase II being the actual migration of the systems to the new platform, and

WHEREAS, Contractor was the successful proposer in an open, fair and competitive procurement process to provide the services described herein;

NOW THEREFORE, in consideration of the mutual understandings, promises and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 PERIOD OF PERFORMANCE

1.1 Contractor acknowledges and agrees that this project is comprised of two (2) phases as

described in RFP No. 3784. Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties ("Effective Date") and shall continue in effect until all tasks required herein for Phase I are completed. Contractor agrees to complete all tasks required for Phase I under this Agreement within four (4) weeks of the Effective Date or within such other time period as is mutually agreed upon by the parties.

1.2 Contractor acknowledges and agrees that the State shall be under no obligation to proceed from Phase I to Phase II. Contractor shall not proceed to Phase II without written notice to proceed with Phase II from Customer. In no event shall the Customer be obligated for payment of any costs, fees or expenses incurred by Contractor or for the acquisition of any products or services described as comprising part of Phase II unless and until the Customer authorizes Contractor to proceed with Phase II, in writing. The decision to proceed with Phase II shall be in the sole and absolute discretion of the Customer.

1.3 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Customer following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 2 SCOPE OF SERVICES

2.1 Contractor shall perform all of the Phase I work as specified in RFP No. 3784 and the Contractor's Proposal, as accepted by the Customer, in response thereto. A summary of the Phase I work is specified in the Payment Schedule and Deliverable List attached hereto as "Exhibit A" and incorporated herein by reference.

2.2 The parties understand and agree that at the conclusion of Phase I, the Customer at its discretion, may choose to continue a working relationship with Contractor and proceed into Phase II, or to conclude Phase I and compete future phases. Should Customer decide to proceed with Contractor into Phase II, it is understood that the Contractor shall submit a detailed work plan that must be approved by the Customer prior to any work being performed.

2.3 During the project initiation, Contractor and Customer will develop a mutually agreed upon project plan including the division of responsibility between Customer's staff and Contractor's staff. It is understood by the parties that the project work plan must be in place prior to any other work being performed. Once this mutually agreed upon project plan, which will identify specific time frames and deliverable target dates for this project, has been developed, it will be incorporated into and made a part of this Agreement. The dates in the project plan will define the agreed upon period of performance. The parties acknowledge that the project plan will evolve and change from time to time, upon the mutual written agreement of both parties. The parties agree that the deliverables and schedule set forth in the latest version of the project plan will take precedence over any prior plans.

2.4 Customer shall have ten (10) business days to review each deliverable and to either notify Contractor of acceptance or to provide Contractor a detailed list of deficiencies that must

be remedied prior to payment being made. In the event the Customer notifies the Contractor of deficiencies, the Contractor, at Contractor's sole expense, shall correct such deficiencies within ten (10) business days, unless the Customer consents in writing to a longer period of time.

ARTICLE 3 CONSIDERATION AND METHOD OF PAYMENT

3.1 The total compensation to be paid to the Contractor by Customer for all products, services, travel, performances and expenses under this Agreement shall not exceed the specified sum of \$**INSERT AMOUNT**, and shall be payable as set forth in the Payment Schedule and Deliverables List attached hereto as Exhibit A.

3.2 The Contractor and the Customer agree to the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The Contractor will receive payment in the amount indicated in Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein, upon written acceptance by the Customer of each of the deliverables defined therein. The parties agree that as the project work plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for acceptance of deliverables and for the corresponding payments to the Contractor, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

3.3 Upon written acceptance, as set forth in Article 2 herein, by the Customer of a deliverable which has an associated payment, the Contractor will invoice the Customer for the invoice amount of that payment as indicated in the attached Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein. Contractor shall certify that the billing is true and correct. Contractor shall submit invoices and supporting documentation to Customer electronically at any time during the term of this Agreement using the processes and procedures identified by the State. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by Customer within forty-five (45) days of receipt of the invoice. Contractor understands and agrees that Customer is exempt from the payment of taxes. All payments shall be in United States currency. Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Contractor's choice. No payment, including final payment, shall be construed as acceptance of defective products or incomplete work, and the Contractor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

3.4 Acceptance by the Contractor of the last payment from the Customer shall operate as a release of all claims against the State by the Contractor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 4 WARRANTIES

4.1 The Contractor represents and warrants that its services hereunder shall be performed

by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services.

4.2 If applicable under the given circumstances, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

4.3 Contractor represents and warrants that no official or employee of Customer or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Contractor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Contractor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

4.4 The Contractor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement if it is found, after notice and hearing by

the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Contractor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

4.5 Contractor represents and warrants that it will comply with all of the requirements defined in IRS Publication 1075 as set forth in Exhibit B and the requirements as defined in the document entitled "Safeguarding and Reporting Responsibilities for Personally Identifiable Information" as set forth in Exhibit C, both of which are attached hereto and incorporated herein by reference.

ARTICLE 5 EMPLOYMENT STATUS

5.1 Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

5.2 Contractor represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Customer.

5.3 Any person assigned by Contractor to perform the services hereunder shall be the employee of Contractor, who shall have the sole right to hire and discharge its employee. Customer may, however, direct Contractor to replace any of its employees under this Agreement.

5.4 Contractor shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. Neither Contractor nor employees of Contractor are entitled to state retirement or leave benefits.

5.5 It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Contractor shall be paid as a gross sum with no withholdings or deductions being made by Customer for any purpose from said contract sum, except as permitted herein in the article titled "Termination".

ARTICLE 6 BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS

Contractor will be responsible for the behavior of all its employees and subcontractors while on the premises of any Customer location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Contractor employees and subcontractors who will be working at such locations shall be covered by Contractor's comprehensive general liability insurance policy.

ARTICLE 7 MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 8 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

8.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Contractor represents all contractors, third parties, and/or subcontractors Contractor has assembled for this project. The Customer is required to negotiate only with Contractor, as Contractor's commitments are binding on all proposed contractors, third parties, and subcontractors.

8.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

8.3 Contractor must obtain the written approval of Customer before subcontracting any portion of this Agreement. No such approval by Customer of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Customer in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Customer may deem necessary.

8.4 Contractor represents and warrants that any subcontract agreement Contractor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Customer, and that the subcontractor acknowledges that no privity of contract exists between the Customer and the subcontractor and that the Contractor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Contractor. The Contractor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's failure to pay any and all amounts due by Contractor to any subcontractor, materialman, laborer or the like.

8.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication or settlement of any dispute between the Contractor and the Customer, where such dispute affects the subcontract.

ARTICLE 9 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Customer for the payments or performance due under this Agreement, Customer shall have the right to immediately terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Customer shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

ARTICLE 10 TERMINATION

10.1 Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement upon the giving of thirty (30) days written notice unless the breach is cured within said thirty (30) day period; (c) Customer may terminate the Agreement in whole or in part without the assessment of any penalties upon thirty (30) days written notice to Contractor if Contractor becomes the subject of bankruptcy, reorganization, liquidation or receivership proceedings, whether voluntary or involuntary, or (d) Customer may terminate the Agreement for any reason without the assessment of any penalties after giving thirty (30) days written notice specifying the effective date thereof to Contractor. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

10.2 In the event Customer terminates this Agreement, Contractor shall be paid for satisfactory work completed by Contractor and accepted by Customer prior to the termination. Such compensation shall be based upon the amounts set forth in the Article herein on "Consideration and Method of Payment", but in no case shall said compensation exceed the total fixed price of this Agreement.

10.3 Notwithstanding the above, Contractor shall not be relieved of liability to Customer for damages sustained by Customer by virtue of any breach of this Agreement by Contractor, and Customer may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due Customer from Contractor are determined.

ARTICLE 11 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Contractor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee, prejudgment interest or the cost of legal action to Contractor. Further, nothing in this Agreement shall affect any statutory rights Customer may have that cannot be waived or limited by contract.

ARTICLE 12 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 13 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 14 CAPTIONS

The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or Article in this Agreement.

ARTICLE 15 HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect and exonerate Customer, ITS and the State, its Board Members, officers, employees, agents and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever, including without limitation, court costs, investigative fees and expenses, attorney fees and claims for damages arising out of or caused by Contractor and/or its partners, principals, agents, employees or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 16 THIRD PARTY ACTION NOTIFICATION

Contractor shall notify Customer in writing within five (5) business days of Contractor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Contractor or Customer by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Contractor's performance under this Agreement. Failure of the Contractor to provide such written notice to Customer shall be considered a material breach of this Agreement and the Customer may, at its sole discretion, pursue its rights as set

forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 17 AUTHORITY TO CONTRACT

Contractor warrants that it is a validly organized business with valid authority to enter into this Agreement; that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 18 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Customer's address for notice is: Mr. Mark Allen, CSIO, Mississippi Department of Human Services, 750 North State Street, Jackson, Mississippi 39202. The Contractor's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 19 RECORD RETENTION AND ACCESS TO RECORDS

Contractor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Customer, ITS, any state or federal agency authorized to audit Customer, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Contractor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Contractor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Contractor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 20 INSURANCE

Contractor represents that it will maintain workers' compensation insurance as prescribed by law which shall inure to the benefit of Contractor's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Contractor will, upon request, furnish Customer with a certificate of conformity providing the aforesaid coverage.

ARTICLE 21 DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Contractor and Customer, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

ARTICLE 22 COMPLIANCE WITH LAWS

22.1 Contractor shall comply with, and all activities under this Agreement shall be subject to, all Customer policies and procedures, and all applicable federal, state, and local laws, regulations, policies and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Contractor shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin or disability. Further, if applicable, Contractor shall comply with the provisions of the Davis-Bacon Act including, but not limited to, the wages, recordkeeping, reporting and notice requirements set forth therein.

22.2 Contractor represents and warrants that it will comply with the state's data breach notification laws codified at Section 75-24-29 of the Mississippi Code Annotated (Supp. 2012). Further, to the extent applicable, Contractor represents and warrants that it will comply with the applicable provisions of the HIPAA Privacy Rule and Security Regulations (45 CFR Parts 160, 162 and 164) ("Privacy Rule" and "Security Regulations", individually; or "Privacy and Security Regulations", collectively); and the provisions of the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "HITECH Act").

ARTICLE 23 CONFLICT OF INTEREST

Contractor shall notify the Customer of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to the Customer's satisfaction, the Customer reserves the right to terminate this Agreement.

ARTICLE 24 SOVEREIGN IMMUNITY

By entering into this Agreement with Contractor, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

ARTICLE 25 CONFIDENTIAL INFORMATION

25.1 Contractor shall treat all Customer data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Customer. In the event that Contractor receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Contractor shall

promptly inform Customer and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules and regulations. This Article shall survive the termination or completion of this Agreement and shall continue in full force and effect and shall be binding upon the Contractor and its agents, employees, successors, assigns, subcontractors or any party or entity claiming an interest in this Agreement on behalf of, or under the rights of the Contractor following any termination or completion of this Agreement.

25.2 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Contractor. ITS will provide third party notice to Contractor of any requests received by ITS for any such confidential exhibits so as to allow Contractor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

25.3 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed confidential information.

ARTICLE 26 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Contractor on the basis of draftsmanship or preparation hereof.

ARTICLE 27 OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All data, electronic or otherwise, collected by Contractor and all documents, notes, programs, data bases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Contractor in connection with this Agreement, whether completed or in progress, shall be the property of Customer upon completion of this Agreement or upon termination of this Agreement. Customer hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Contractor is prohibited from use of the above described information and/or materials without the express written approval of Customer.

ARTICLE 28 NON-SOLICITATION OF EMPLOYEES

Contractor agrees not to employ or to solicit for employment, directly or indirectly, any of the Customer's employees until at least one (1) year after the expiration/termination of this Agreement unless mutually agreed to the contrary in writing by the Customer and the Contractor and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

ARTICLE 29 ENTIRE AGREEMENT

29.1 This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. The RFP No. 3784 and Contractor's Proposal in response to RFP No. 3784 are hereby incorporated into and made a part of this Contract.

29.2 The Contract made by and between the parties hereto shall consist of, and precedence is hereby established by the order of the following:

- A.** This Agreement signed by the parties hereto;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3784 and written addenda, and
- D.** Contractor's Proposal, as accepted by Customer, in response to RFP No. 3784.

29.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Contractor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof; provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Contractor's Proposal").

ARTICLE 30 STATE PROPERTY

Contractor shall be responsible for the proper custody of any Customer-owned property furnished for Contractor's use in connection with work performed pursuant to this Agreement. Contractor shall reimburse the Customer for any loss or damage, normal wear and tear excepted.

ARTICLE 31 SURVIVAL

Articles 4, 11, 15, 19, 24, 25, 27, 28, and all other articles which, by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 32 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of

federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

ARTICLE 33 SPECIAL TERMS AND CONDITIONS

It is understood and agreed by the parties to this Agreement that there are no special terms and conditions.

ARTICLE 34 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Contractor and Customer understand and agree that all products and services provided by Contractor under this Agreement must be and remain in compliance with the State of Mississippi's Enterprise Security Policy. The parties understand and agree that the State's Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 35 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the executive director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Customer's or Contractor's contractual obligations, financial or otherwise, contained within this Agreement. The parties further acknowledge that ITS is not responsible for ensuring compliance with any guidelines, conditions, or requirements mandated by Customer's funding source.

ARTICLE 36 TRANSPARENCY

In accordance with the Mississippi Accountability and Transparency Act of 2008, §27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and §31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this Agreement and any subsequent amendments and change orders shall be posted to the State of Mississippi's accountability website at: <https://www.transparency.mississippi.gov>. Prior to ITS posting the Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood

and agreed that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted.

ARTICLE 37 PERSONNEL ASSIGNMENT GUARANTEE

Contractor guarantees that the personnel assigned to this project will remain a part of the project throughout the duration of the Agreement as long as the personnel are employed by the Contractor and are not replaced by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Contractor further agrees that the assigned personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Contractor to so provide these persons shall entitle the State to terminate this Agreement for cause. Contractor agrees to pay the Customer fifty percent (50%) of the total contract amount if any of the assigned personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Contractor's employment or replacement by Contractor pursuant to the third paragraph of the Article herein titled "Employment Status". Subject to the State's written approval, the Contractor may substitute qualified persons in the event of the separation of the incumbents therein from employment with Contractor or for other compelling reasons that are acceptable to the State, and in such event, will be expected to assign additional staff to provide technical support to Customer within thirty calendar days or within such other mutually agreed upon period of time, or the Customer may, in its sole discretion, terminate this Agreement immediately without the necessity of providing thirty (30) days notice. The replacement personnel shall have equal or greater ability, experience and qualifications than the departing personnel, and shall be subject to the prior written approval of the Customer. The Contractor shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement unless approved in writing by the Customer. In the event of Contractor personnel loss or redirection, the services performed by the Contractor shall be uninterrupted and the Contractor shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

ARTICLE 38 LIQUIDATED DAMAGES

It is agreed by the parties hereto that time is of the essence, and that in the event of a delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by Customer. In the event of a delay as described herein, Contractor shall pay Customer, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of one thousand dollars (\$1,000.00) per day for each calendar day of delay caused by Contractor. Customer may offset amounts due it as liquidated damages against any monies due Contractor under this Agreement. Customer will notify Contractor in writing of any claim for liquidated damages pursuant hereto on or before the date Customer deducts such sums from money payable to Contractor. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Customer.

ARTICLE 39 PERFORMANCE BOND

As a condition precedent to the formation of this Agreement, the Contractor must provide a performance bond as herein described. To secure the Contractor's performance, the Contractor shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement, a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond, and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Contractor until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Contractor's performance and performance of the products/services delivered and determine that the Contractor's performance bond may be reduced or released prior to expiration of the full warranty period. The performance bond shall be procured at Contractor's expense and be payable to the Customer. The cost of the bond may be invoiced to the Customer after project initiation only if itemized in the Contractor's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Contractor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Contractor. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Contractor's failure to comply with the terms thereof, Customer may claim against the performance bond.

ARTICLE 40 RETAINAGE

To secure the Contractor's performance under this Agreement, the Contractor agrees the Customer shall hold back as retainage twenty percent (20%) of each amount payable under this Agreement. The retainage amount will continue to be held until final acceptance of the deliverables by the Customer.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi Department of
Human Services**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

Mississippi Department of Human Services

By: _____
Authorized Signature

Printed Name: Richard A. Berry

Title: Executive Director

Date: _____

EXHIBIT A
Payment Schedule and Deliverable List

Deliverable	Deliverable Cost	20% retainage	Amount Paid

EXHIBIT B

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The Contractor certifies that the data processed during the performance of this Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this Agreement will be subcontracted without prior written approval of the IRS.
- (8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the Agreement if the Contractor fails to provide the safeguards described above.

(10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000.00 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000.00 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.00.

III. INSPECTION:

The IRS and the Customer shall have the right to send its officers and employees into the

offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

Exhibit C

SAFEGUARDING AND REPORTING RESPONSIBILITIES FOR PERSONALLY IDENTIFIABLE INFORMATION (PII)

1. Contractor will ensure that its employees, contractors, and agents:
 - a. properly safeguard PII furnished by SSA from loss, theft or inadvertent disclosure;
 - b. understand that they are responsible for safeguarding this information at all times, regardless of whether or not they are at their regular duty station;
 - c. ensure that laptops and other electronic devices/media containing PII are encrypted and/or password protected;
 - d. send emails containing PII only if encrypted or if to and from addresses that are secure; and
 - e. limit disclosure of the information and details relating to a PII loss only to those with a need to know.
2. If an employee or contractor of the Contractor becomes aware of suspected or actual loss of PII, he or she must immediately contact the Customer official responsible for Systems Security. That Customer official or delegate must then notify the SSA Regional Office Contact and the SSA Systems Security Contact. If, for any reason, the responsible Customer official or delegate is unable to notify the SSA Regional Office or the SSA Systems Security Contact within 1 hour, the responsible Customer official or delegate must report the incident by contacting SSA's National Network Service Center (NNSC) at 1-877-697-4889. The responsible Customer official or delegate must provide to SSA timely updates as any additional information about the loss of PII becomes available.
3. SSA will make the necessary contact within SSA to file a formal report in accordance with SSA procedures. SSA will notify the Department of Homeland Security's United States Computer Emergency Readiness Team if loss or potential loss of PII related to a data exchange occurs.
4. If the State Agency experiences a loss or breach of data, it will determine whether or not to provide notice to individuals whose data has been lost or breached and bear any costs associated with the notice or any mitigation.

Attachment A Number of Objects in Legacy Applications

Application Objects	Number of Total Source Objects In Dev and Test	Number of Total Source Objects In QA	Number of Total Source Objects In Production
JCL	18,460 (includes JCL/parmcards/sort cards)	same as test	4,014
Embedded JCL and NATRJE	10		
CosPrint.(Printing and Spooling LPR IP type printers)	1		
Batch	1		
Batch Scheduling	250		
Special forms (printing integration)	10		
RACF	1		
Adabas Data Transfers	950		
Datablocks (Adabas Redefines)	1		
External Datasets (ASCII)	7,630		
External Datasets (Binary)	1		
External Datasets (GDG)	20,000		
VSAM Files	2		
VB6 - MACWIS	550,000 lines of code		
Natural Objects	65,848 (contains duplicates of Prod and QA)	25,282 (Contains Duplicates of Prod and Dev)	44,193 (Contains Duplicates of Test and QA)
COBOL Objects	773	190	783
COBOL Copybooks	277	84	1,509

Assemble Maps	143	154	264
Assembler Code objects reverse engineered	6 HyperExit routines		
METSS, MACWIS DMS – CONFORM/CON-NECT	1		

Attachment B
Legacy Application Components

Component	Software Products
Data access and repository	Adabas, VSAM™
Terminal emulation	AG Entire Connection (METSS), attachmate, Wyse desktop
Middleware	AG EntireX, etc.
Code Generation for Natural Code for JAWS and MACWIS	AG-Natural Construct
Natural Direct Print Services	AG-Natural-Advanced Facilities
Document Generation (Paper Notices for METSS) and Calendaring for Applications	AG-Natural-Con-Form/Con-Nect
User Level Security	Natural Security
Terminal Emulation for Windows Users	AG-Natural-Connection
LDAP, Security	application user profile tables and RACF,
Systems Management Services	CA -Common Services
System Performance and Resource Monitoring	CA Jars
Tape Management	CA TLMS Tape Management or IBM RMM
Job scheduling	CA-11®.
Data store for other CA products	CA-Datcom
Enterprise Reports Management	CA-Deliver
Output Management Integration	CA-DRAS
online performance monitoring and resource accounting	CA-JARS CICS
automated systems event management	CA-OPS
library services	CA-Panvalet
library management	CA-PDSMAN PDS Library Management
Remote Systems Management	CA-Remote Console
Performance Monitoring	CA-Sysview
Sessions Management Facility	CA-TPX Session Management
Enterprise Reports Viewing	CA-View
Online processing	CICS®, etc.
Mainframe Debugging Facility	Compuware XPedit
Secure File Transfer to Federal Agencies	CyberFusion/MFT (communication with the Feds)
Data Set Services (copy, backup...)	DFDSS
Sort utility	DFSORT™,
Enterprise Reports Management	DRAS (CA-Deliver bolt-on)
data protection services (backup, restore, disk management)	FDR-FATS/FAST COPY Disk Utility
Application Front End for Mavericks, METSS and JAWS	front-end (natural, cobol, cics). VB6 for MACWIS front-end

Operating system	IBM z/OS®
Hardware	IBM® System z®
Application Integration and data transfer	integration(batch natural interfaces, some EntireX Broker), secure ftp for file transfers, legacy apps are not using middleware integration for the most part.
Batch processing	JCL (Job Control Language)
Job submission	JES
print spooling	JES Master
Output Management Integration - CICS Document Capture	LRS-DRS
Output Management Integration	LRS-VPS
mainframe backup processes	FDR-Upstream
4 Split Databases - Mavericks	Maverics has 4 separate databases split by regions of the state. This was done when it was implemented because of performance issues
moves all z/os print spools to MDHS xerox printers.	XPAF
Programs	Natural, COBOL LE, VB6 (MACWIS), Assembler
Development tools	Natural, ISPF,Xpediter for cics debugging,
Life-cycle management	Predict Application Control, Treehouse N2O, etc.
Reporting	SAS, Easytrieve
adabas/natural performance monitoring	Treehouse (TRIM)
ETL from adabas to sql servers	TcVision(Treehouse)
Application Front End for MACWIS	VB6
print stream conversion to pdfs, used for Electronic Reports stored to Worksite	XPAF
Address Verification	Pitney Bowes - Finalist Server based address verification and scrubbing
Third Party Application Interactions with Adabas/Natural Applications	Software Products
case document imaging capture and search integration with Natural/Adabas Applications	kofax, i-Connect, Worksite

Reports Management - Electronic Reports (ERC)	takes printouts from xpaf, I-Connect, Worksite
Paper Notices - METSS	Conform/Connect
Paper Notices- Mavericks	Xerox Elixir Design Pro (used to design paper forms, maverics, metss)
FCS Court Reporting	Treehouse, TC Vision
Maverics Dual Participation Pilot Database	NAC
Maverics Online SSN Verify subsystem from South Carolina.	SOLQ
Search Service for Non Custodial Parents in METSS	Lexus Nexus
Maverics web - service to checking national database for disqualified clients.	EDRS
calendar jaws/metss	Conform/Connect
Federal Interfaces	cyberfusion and SFTP
interfaces	jcl, batch natural, cobol,
Assembler modules Adabas exit routines	IBM HLASM Assembler
Other Relevant Data Platforms and Tools at MDHS	Software Products
ETL	Treehouse tcVision, SQL Server, Cognos for METSS (Data Warehouse for Analytics) and MACWIS (Court Reporting)
Analytics	Cognos, Sql Server
GIS	ESRI in the Future
Other Apps and Database Mgt Systems	.net, Sql Server
Document Management	Worksite, Kofax, i-Connect
Office Messaging and Collaboration	Currently, Office, Exchange, Worksite and Lotus Notes. May move to Office365

Attachment C
Legacy Application Software Versions

Mainframe Hardware and OS	Current Model or Version	Notes
IBM z114	2818-R03 M10 (88 MSU/705 MIPS)	
Memory	184GB	
Main Processors - CP	3	
CF - Coupling Facility	1	
zIIP - Speciality Engine	1	
IFL - Speciality Engine (zLinux only)	2	
z/OS	1.13	

CA Product Name	Current Release	Notes
CA -Common Services	v14	
CA Jars MVS	v12	
CA TLMS Tape Management	v11.6	Will be converted to IBM RMM
CA-11	v3	
CA-7	v11.1	
CA-Cobol Optimizer	v6.1	
CA-Crews Catalog Recovery	v4.3.1	
CA-Datcom	v12	
CA-Deliver	v11	
CA-DRAS	v11	
CA-JARS CICS	v6.2	
CA-Panvalet	v14.5	
CA-PDSMAN PDS Library Management	v7.62	
CA-Remote Console	v2.3.3	

CA-Sysview	v13.7	
CA-TPX Session Management	v5.2.0	Will be converted to McKinney Systems Vswitch
CA-View	v11	

IBM Product Name	Current Release	Notes
z/OS (Operating System)	v1.13	
DFSORT (Batch, Cobol etc)	v1.11	
DFDSS (Copies of files, dasd & backup for BRS)	v1.11	
Enterprise COBOL Compiler	v4.0	
Enterprise COBOL LE Runtime	v1.11	
CICS/TS	v3.1	

Other System Products	Current Release	Notes
SAG-Predict	v4.5 1	
SAG-Adabas	v7.4.4	
SAG-Natural	v4.2.2	
Natural CICS Interface	v4.2 2	
Natural Optimizer Compiler	v4.2 2	
Natural Security	v4.2 3	
SAG-Natural-Connection	v4.2.2 - Workstation Based	
SAG-Natural-Con-Form/Con-Nect	v3.4.1	
SAG-Natural-Advanced Facilities	v4.2.2	
SAG-EntireX Broker	v8.0.2 with a couple of CICS regions using the 9.7 loadlib at runtime	
Adabas SAF Security	v7.4 2	don't use
Adabas Fastpath	v7.4 2	don't use

Adabas Online Services	v7.4 4	
Adabas Transaction Manager	v7.4 2	don't use
Adabas Vista	v7.4 2	don't use
System Coordinator for Adabas Options	v7.4 2	don't use
TCVision (Treehouse)	v5.0	Software owned by MDHS
TRIM (Treehouse)	v7.6	
Compuware Xpediter	v9.0	
CyberFusion/MFT (Communication with Feds)	v6.4 - (testing v7.1)	
XPAF	v4.0	
JesMaster	v3.7	Will be converted to IBM SDSF
Innovation - FDR Disk Utility	v5.4.L80	
Innovation - FATS Disk Utility	v4.9.28	
Innovation - FATAR Disk Utility	v4.9.28	
Innovation - FATSCOPY Disk Utility	v4.9.28	
Finalist - Pitney Bowes	v8.00.00	bar code printing (still use)
SAS-Mainframe	v8.0	
LRS - VPS	v2R10.230	
LRS - DRS	v2R10.048	

Other Relevant Products	Current Release	Notes
VB6	v6.0	

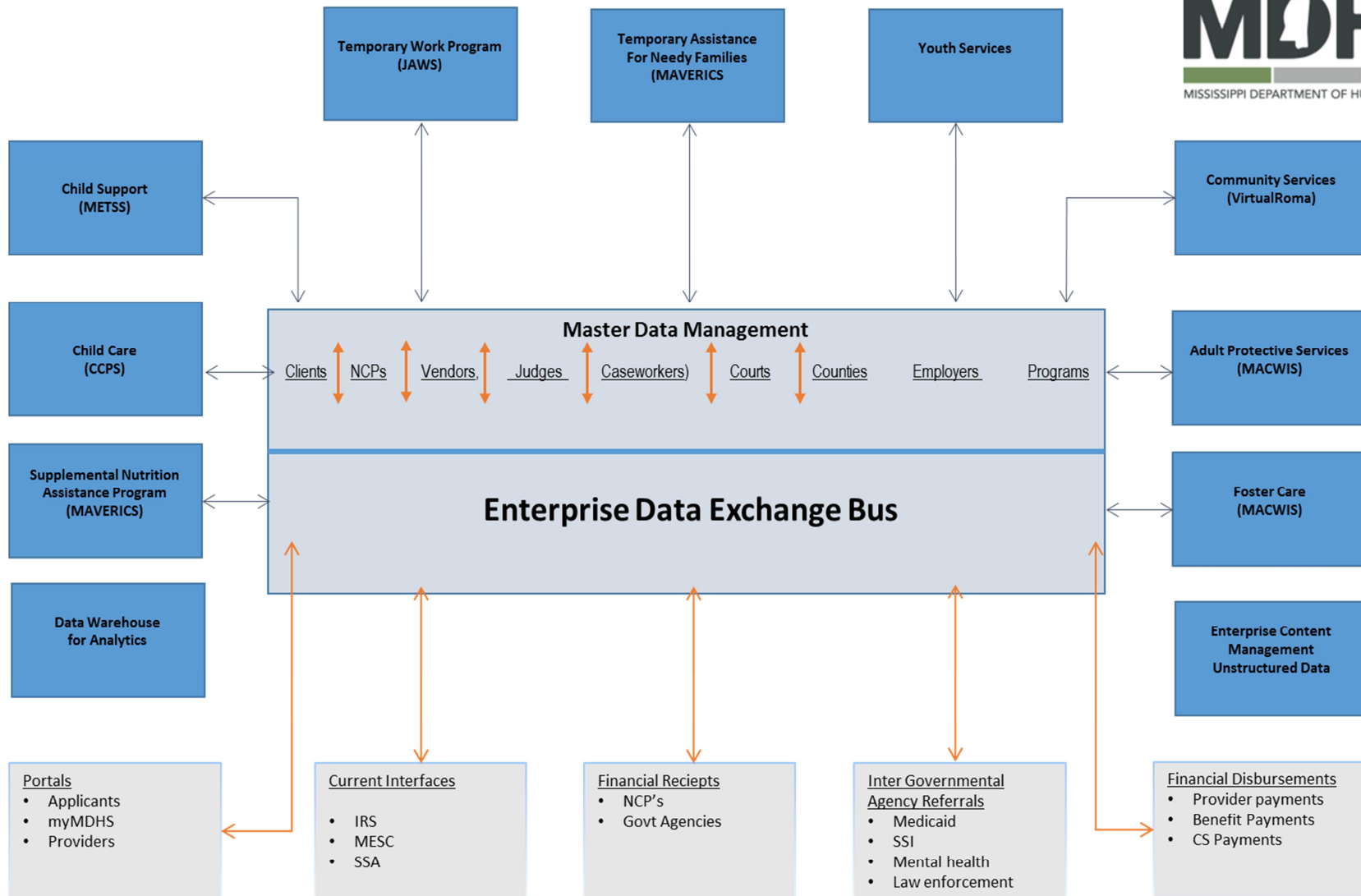
Attachment D Legacy Application Profiles

Application	Number of Users	Front End	batch	Data Base	Notes:
MAVERICS	1,100	90 percent COBOL	90 percent NATURAL	ADABAS	
METSS	800	NATURAL	90 percent NATURAL	ADABAS	
JAWS	300	NATURAL	NATURAL	ADABAS	
MACWIS	1,100	VB6	NATURAL	ADABAS	may migrate to .net

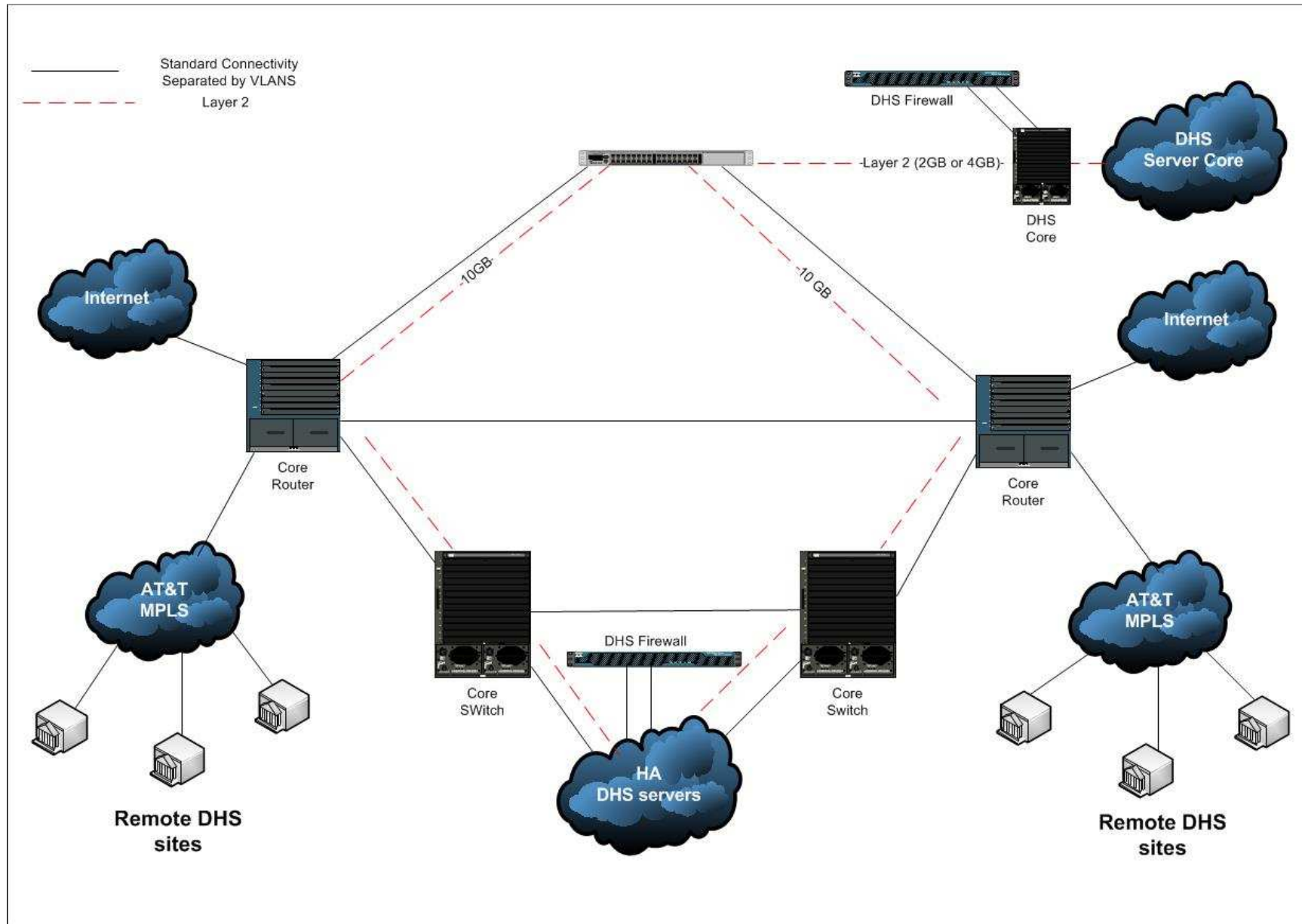
Attachment E Legacy Application Transaction Statistics

Application	Daily Transaction Volumes	CPU Minutes	Peak Task	DSA Limit	DSA Peak	EDSA Limit	EDSA Peak	% DSA Used	% EDSA Used	Notes
MAVERICS (split into 4 CICS databases)										
CICSMNA	413647	53.1	51	5120000	2560000	80000000	57000000	50	71.25	25 % of counties on this physical database
CICSMNB	1142969	135.59	106	5120000	2048000	90000000	76000000	40	84.44	25 % of counties on this physical database
CICSMNC	1115258	128.24	85	5120000	2048000	85000000	31000000	40	36.47	25 % of counties on this physical database
CICSMND	1350256	154.78	100	5120000	2048000	80000000	31000000	40	38.75	25 % of counties on this physical database
CICSMNW	382	1.42	39	5120000	1280000	75000000	31000000	25	41.33	25 % of counties on this physical database
METSS										
CICSCSPR	3,495,291	335.37	230	7,168,000	2,304,000	120,000,000	88,000,000	32	73	
JAWS										
CICSJSR	118,525	27.29	33	7,168,000	1,280,000	70,000,000	27,000,000	18	39	
MACWIS										
CICSMWPR	3,465	3.13	15	7,168,000	1,280,000	80,000,000	40,000,000	18	50	

Attachment F
Legacy Application Long Term Goals to Pursue Post Migration



Attachment G
MDHS Network



DHS-HA-servers-1.vsd

DESCRIPTION : HA Network

DHS

MS Department of Information Technology Services

Network Services

Date: 7/2/15

Time: 09:49

Software: Visio 6.0

